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To be held at the Chartered Surveyors' Institution on Monday, 4th March, 1946.

Mr. E. B. GILLETT (*President*) in the Chair.

The following Paper will be read by MR. K. MARR-JOHNSON (Member of Council).

CURRENT PROBLEMS OF URBAN ESTATE MANAGEMENT.

By K. Marr-Johnson (Member of Council).

Paper No. 597.

During the years which separated the two great wars, the work of the estate manager became more and more complicated, largely as the result of Acts of Parliament and bye-laws designed to guide the development and management of property and to restrict the unscrupulous speculator and landlord. During the late war a large number of emergency laws and regulations have been issued with the purpose of preserving a balance in the national economy in times of acute shortage of labour and materials. The resultant problems for the estate manager are so involved and so numerous that it would be impossible to deal adequately with them in a paper of this length. So I have set out brief particulars of some matters which are at present of concern to myself, in the hope that they may lead to an interesting discussion.

I have confined my remarks principally to residential estates and have separated them for convenience under two headings, (1) estates let on lease and (2) estates let on short tenancies.

(1) ESTATES LET ON LEASE.

Under this heading I include properties let on ground rent leases and those let on full repairing leases at rack rents.

Restrictive Covenants.

The chief work of the estate manager in peace time, apart from routine duties, is to enforce user and repairing covenants contained in leases. There is no doubt that when the properties on an estate are properly repaired and decorated and unauthorised sub-letting is kept in check, not only is the lessor's security improved but so also are the comfort and the financial interests of the lessees. Periodic inspections are required, followed by prompt action when needed. But the war has gravely upset the system. Estate staffs are depleted. Lessees whose offices have been damaged or requisitioned may have been allowed to use their houses for their business during the war, or they may have been doing this without any consent. Houses have been requisitioned by Government departments for business uses and are still being so used. The present shortage of office accommodation may be a reasonable excuse on the part of some lessees for continuing this use, but the general effect is to encourage unauthorised uses by other lessees when they see what their neighbours are doing.

Another widespread breach of covenant is the use of houses designed for one family by two or three families or by two or three branches of the same family. Before the war it was my firm's practice in most areas to insist on properties being properly converted into self-contained flats whenever multiple occupation was authorised; this is clearly impossible now owing to shortage of labour and materials. Moreover if the lessee does not fill his house to capacity he runs the risk of having parts requisitioned by the local authority and tenants thrust upon him. If the house is empty the local authority will no doubt requisition the whole and sub-let it in parts. Inevitably some lessees take advantage of this position to carry out intensive sub-letting at great profit to themselves. There seems no way of controlling the situation fully but it may be possible to grant a temporary licence for a few years for limited multiple use, the licence stipulating for a proper conversion as soon as practicable. Where the houses are large it may be better to grant licences for boarding houses or hostels, provided the licence is personal to the boarding house keeper and revocable in the event of mismanagement.

Another obstacle to conversion may be the short length of the lease in cases where the lessor, in estate interests, is unwilling to grant an extension, particularly as at present day prices the expense of conversion may be difficult to recover over a short term. The lessor often has money coming to him from value payments or from the proceeds of compulsory sales. Should the lessor be in a position to lend money from these or other sources to the lessee on preferential terms the arrangement should have a double advantage: the lessee gets a cheap loan and the lessor preserves the character of his estate and advances money on property which will one day be his, so that the security for the loan is particularly good.

Repairing Covenants.

It is vain to expect lessees to make good immediately the arrears of repairs which have accumulated over six years, but some works are urgent

in estate interests, such as the repair of boundary fences. An unusual amount of supervision of leasehold estates will be required for a period of years until they are restored to a pre-war standard. If this work, and also the large amount of work involved under the previous heading, is to be carried out properly, the manager will need increased staff, in fact more than before the war.

On some estates with which I deal the lessors themselves do the external painting of terraces of stucco-faced houses as one operation; the leases otherwise contain full repairing covenants. Some of the lessees contend that the stucco has deteriorated because the painting has not been done at the prescribed date, and that therefore the lessor should pay the cost of repairing the stucco. As a building licence to do the painting could not be obtained I do not think the lessor should be liable for this repair.

The recovery of dilapidations when the lease has expired during the war has been difficult, particularly if the building is war damaged, and the law is involved. More than one of our clients has had recourse to Counsel's opinion but these opinions have not been wholly consistent. Generally, we have taken the view that a money payment is due even though the work cannot at present be carried out and in almost every case we have been able to come to a reasonable arrangement without having to take the case to Court.

Restoration of War Damage by Lessees.

The Landlord and Tenant (War Damage) Acts do not provide for the supervision by the lessor of war damage work carried out by the lessee. If improvements are made under licence from the lessor while war damage is being repaired, the lessor should be able to exercise a considerable amount of influence over the way in which the work is being done. In other cases it seems that the lessor must wait until the building is restored and the repairing covenants revived; then, if he is dissatisfied with the state of any parts of the building he can presumably proceed to enforce the repairing covenants. The War Damage Commission's Practice Notes make it clear that in some cases payment on the basis of a lower standard of work than that which existed before the damage must be accepted. In these cases I doubt if the lessor could insist on a complete restoration.

Absentee Lessees.

Trouble has been caused by lessees disappearing and completely neglecting their property; then the house is broken into and the garden grows weeds unchecked, to the annoyance of neighbours. One might expect this to happen chiefly in the case of short tenancies; indeed we have had cases of bombed-out tenants disappearing and returning years after the property has been repaired and relet, with a demand to be re-housed. But it also happens with long leases.

There was one case where a ground lessee disappeared early in the war leaving an almost new house intact (it must have cost about £2,500 to build) with all the furniture in it. Neither the Rating Authority nor ourselves could trace her. Our clients finally had to take proceedings for forfeiture in order to recover the arrears of ground rent and were granted possession of the property. We then let the house, stored the furniture in the garage and paid the arrears of rates. Several years afterwards the lessee's husband

returned from the war and pleaded for the return of the house on the ground that his wife did not know what she was doing. She was finally granted a new lease at the old ground rent subject to the tenancy.

Non-conforming Users.

It is difficult to decide the future of the small industrial properties which have grown up over many years in residential areas. Many of them, such as laundries, bakeries, timberyards and light machine shops have carried on their business without causing any noticeable harm to surrounding property. Most of them are unsuited to a move to new towns or other distant places as contemplated, for instance, by the Greater London Plan. It is often the policy of a town planning authority to regroup these industries in selected areas in the neighbourhood on the assumption that they will interfere with the new residential development if allowed to remain where they are.

On one estate we are trying to conform to this policy and propose to set aside an area for industries of this sort; but difficulties arise. There are still a number of houses on the selected area so that factories can be erected only as possession can be got. The present leases have some 21 years unexpired, the term corresponding with that of adjoining residences so that the lessor is not willing to extend the leases. The lessees are naturally anxious to make good war damage, sometimes amounting to total loss, or to modernise their plant. Clearly the lessees cannot afford to spend large sums of money on permanent works without security of tenure. It seems reasonable that they should be allowed to put up temporary buildings on their present sites to last for 10 to 20 years until the leases expire, or until a transfer to the new site can be effected. This would mean special concessions by the local authority in the London area, where such licences are not usually granted for more than three years.

War Damage and the Landlord and Tenant Act, 1927.

I was concerned in an interesting case which the claimant abandoned before it was finished. A ground rent lease of a public house, restaurant, ball room and fun fair expired during the war. There were three separate sub-leases. Before the lease expired the buildings were destroyed. The sub-lessee of the restaurant and ball room served a notice within the period laid down in the Act, claiming a new lease of a portion of any new building subsequently erected (the old building having already gone), or compensation for loss of goodwill. I cannot see that he had any claim at all for a number of reasons, but he was advised by eminent counsel and apparently it is not clear in law that there is no right to ask for a new lease or compensation if it can be proved that the ground landlord will benefit financially from the claimant's trading over a minimum period of five years.

A Building Time-table.

It is difficult to decide in any particular case when the time has come to grant building agreements, particularly in the central commercial areas. While one does not wish to do anything to obstruct re-planning schemes, business must be revived as soon as possible both in the interest of trade and to prevent a constant blight descending upon areas of extensive damage.

Where applications are received from former or prospective lessees who can show that they are entitled to early priorities owing to the nature of their trade, I see no harm in entering into an agreement, provided no radical town planning alterations in the area are expected and provided the lessee is prepared to pay some consideration for the grant. It may be difficult to decide in some areas what is a fair ground rent, but in the districts of which I am thinking there seems to be little alteration in value so far. Difficulty in fixing a rent may be caused by uncertainty over town planning restrictions. In these cases there is much to be said for leaving the ultimate ground rent to be fixed until the plans are finally passed by all authorities.

War Damage : Treasury Direction on the Rebuilding of Dwelling Houses.

Many lessees are affected by the Treasury Direction that houses of comparatively modern construction are to be treated as cost of works cases even though by the test under Section 7, sub-section 2, of the War Damage Act, 1943, they would be classed as total losses. An awkward position arises where lessees disclaimed their leases in the belief that they would receive a value payment. They now find that under the Treasury Direction the determination is likely to produce a cost of works payment which would go to the lessor as the person who is in a position to rebuild the house, being in possession of the land owing to the disclaimer. Some of our clients, not wishing that the lessee should suffer (as he would even if the War Damage Commission adhered to the value payment determination) have offered to rebuild the houses and grant leases to the former lessees, so as to put them in the same position as if they had not disclaimed their leases. When it was found that most of these houses were a part of a terrace or block, our clients offered to rebuild all their lessees' private houses which were totally destroyed but classed as "not total loss," at the same time offering to include improvements in the building if the lessees would pay for them, either in cash or by way of increased rent.

Since the offer was made, the War Damage Commission have issued the second series of their Practice Notes and our attention has been drawn to paragraph 7, in which the Commission state that they cannot pay for works necessary to meet the requirements of bye-laws, if they take the cost above the "permissible amount." One site with which we have to deal is situated in an outer suburb and formerly contained 34 two-storeyed houses, each let on separate leases. These houses were built early in the century and were all destroyed by a VI, except parts of the footings and foundations. A preliminary contract was arranged to examine the foundations. The Borough Surveyor, on being invited to inspect the foundations, condemned considerable portions of them partially on the grounds of war damage but largely because they do not conform to the Borough's present bye-laws. They were presumably passed by his predecessor when the buildings were erected, and similar buildings adjoining the site are still standing, apparently unaffected by bombs.

The drains are another difficulty. The War Damage Commission, in ascertaining the permissible amount which they may pay, take a cube of the building above damp-course level but treat the foundations and drains separately, paying only for those which are proved to be war damaged. In order to do this it would be necessary to uncover the foundations and

the drains, which in this case go under the foundations, an expensive matter. In another Borough requirements have been made for considerably more elaborate work in the roof than existed in the old building.

While conceding in principle that the Commission should not pay for providing something better than existed before, the practical effect seems hard on the lessee. It is true that the new building will be more valuable as an asset than would a value payment but I take the object of the Direction to be that a householder should get back his home to live in. It is no fault of his that extra work must be done to secure that result and many of the lessees have no money with which to pay. I feel this is a point on which the Government ought to be generous.

One lessee has disclosed that before the damage she was sub-letting part of her house without the lessor's consent but that she has no intention of spending any money in excess of the war damage payment to secure a proper conversion which we would, in this case, be willing to authorise. If she cannot be persuaded to see reason the lessor will, I suppose, have to wait until the building is restored and then take action, if necessary, to enforce the user covenant.

(2) ESTATES LET ON SHORT TENANCIES.

In this section I refer to properties let on weekly, quarterly or other short tenancies where the landlord is responsible in the main for outgoings other than rates. On the estates with which I am acquainted the tenant always pays the rates directly, or else they are shown as a separate amount in his rent book.

The Conversion of Houses into Flats.

Perhaps the principal occupation of the estate manager in recent years, outside routine work, has been the adaptation of houses originally intended for single families to multiple occupation owing to the tendency of people to live in smaller groups than heretofore. Whereas 50 years ago it was quite usual for several generations of a family to live together in one house, now each generation and each section of it prefer to live apart if they can find the accommodation to do so.

Before this war it was my firm's policy to make the smaller houses fit for one family, usually by shutting basements, particularly if they were damp, and making kitchens and bathrooms on the upper floors. Larger houses we tried to turn into self-contained flats, or as self-contained as the plan of the structure would permit. Post-war schemes are impeded because housing accommodation has to be provided at once but labour and materials are not available to do the improvement work required. The choice is usually between letting the property in an unsatisfactory condition or allowing the local authority to requisition the property, in which case the estate has no control over the tenants. We have managed to get one or two conversion schemes to an advanced stage in spite of many difficulties, of which I quote a few.

The main problem is how to provide a reasonable standard of accommodation while keeping the rents to a level which tenants can afford to pay. For the professional man and clerk it is generally possible, in suburban areas, to provide flats at reasonable rents, but often only if the house is treated as though it were vacant ground and if the landlord is content with

a modest return on his capital outlay on improvements. An economic rent is usually high above the amount which the average working-class tenant can afford to pay. Therefore if conversions are to be carried out on a large scale a subsidy is necessary. A committee under the chairmanship of Mr. Lewis Silkin, now the Minister of Town and Country Planning, was set up to consider this problem, and has recently reported advising that subsidies should be granted both to local authorities and to private landlords for conversions carried out under proper control.

The local authority are inclined to embark upon war damage repairs without notice to the landlord, so that the war damage may be restored in such a way that much of the work has to be destroyed when improvements are made. This wastes time and money. Therefore the local authority should be consulted early.

The number of consents and licences which have to be obtained before work can be begun, apart from the difficulty of obtaining labour and materials, is now formidable. The problem of consents was becoming acute before the war. It sometimes took longer to prepare the plans and specifications and obtain consents than it did to put up the building. The position has now become worse. The licensing authority on the one hand is anxious to restrict expenditure as much as possible, the town planning and public health authorities on the other require full compliance with bye-laws and other regulations. There is no machinery for liaison between the various departments concerned and it is left to the applicant to persuade the various authorities to co-ordinate their policies sufficiently to produce some concrete result. This entails a large expenditure of time and effort. Again, the lack of definite decisions by the town planning and local authorities, likewise the differences shown between existing and proposed plans or between the plans of regional and local town planning authorities, make progress very difficult. Usually the applicant has to make his choice between accepting an oral decision by an official, which later may be over-ruled by another, or incurring the expense of preparing full plans and specifications for an official application only to find that it is refused straight away on some technical ground and that the whole work has to be started afresh. I can see no hope of this difficulty being wholly solved and can only urge more enthusiastic collaboration between the various authorities.

Example (1).—In a predominantly industrial area there is a block of workmen's dwellings which was erected early in the century. It suffered considerable war damage in 1940 and 1941. We found it possible to make reasonably good modern flats but only by converting two into one so that there are now only half the number of flats which were there before. Baths and modern cooking apparatus were added. The rents varied between 8s. 11d. and 12s. 2d. a week before conversion. The improvements, in addition to war damage, cost £200 per new flat, and the new rents were limited to 25s. a week for large flats and 13s. 2d. a week for small flats, as being the highest which the working-class tenant in the district could afford to pay. Probably rents of 30s. and 17s. 6d. respectively could have been obtained from other tenants. Even so the return on the expenditure would not have been more than 4 per cent.

Example (2).—In an outer suburb just within the London County Council area, Victorian villas are being converted into maisonettes and at the same time war damage is being made good as one operation. We were able to persuade the local authority to stop the work of restoring war damage until it could be done in conjunction with a scheme of improvements. £500 per house is being spent and the new net rents average £73 per house as against £50 per house if they had been let in their pre-war condition. After allowing for a ground rent of £25 per annum and other outgoings, this shows a return of $5\frac{1}{2}$ and $2\frac{1}{2}$ per cent. at dual rates on the money spent, on the assumption that the houses will stand up for another 20 years. It may be interesting to note that in this case 13 copies of the plans and specifications of each conversion, however small the cost, were supplied to the following :—

County Council, Town Planning Department	...	...	1 copy.
" " London Building Acts Department	...	...	2 copies.
Local Authority, Building Licence Department	...	...	1 copy.
" " Drainage Department	...	...	1 copy.
District Surveyor (as an act of courtesy)	...	...	1 copy.
Ministry of Works or Local Authority War Damage Department	...	...	1 copy.
Builders	...	...	2 copies.
War Damage Commission, with account	...	...	1 copy.
Office and Client	...	...	3 copies.

Example (3).—In a residential district of inner London, we have had to decide the future of a square of large houses about 100 years old which are extremely well-built but never likely to be used as single houses again. In 1943 we prepared a scheme for converting five houses together into flats. The centre house would contain a passenger lift, a goods lift and the main staircase. The two houses on either side would contain a flat per floor, entered from the middle house and running through two houses. Each flat would have two sitting rooms, four bedrooms, two bathrooms and a kitchen. The basement would contain a housekeeper's flat, storage, perambulator sheds and central heating and hot water boilers. These would make extremely good family flats. We estimated the expenditure at that date at £3,000 a house and the rents at figures varying from £200 to £350 a year inclusive per flat. After allowing for a ground rent based on private house use, we reckoned that our clients should get 6 per cent. on their money. The rents were intentionally estimated on the moderate side. No doubt at the present time the capital cost would be more and higher rents could be charged. The scheme has been approved by the authorities, who relaxed certain requirements as to fire precautions in our clients' favour. The houses are at present requisitioned by the Ministry of Works, so for that reason alone no progress can be made.

Rebuilding Schemes.

Considerations influencing landlords whether to attempt rebuilding of houses or flats on vacant sites on their estates will be generally similar to those governing conversions into flats. The cost of building will be the principal factor. Working-class housing can clearly be undertaken only on a completely uneconomic basis unless a subsidy is provided by the Government. Under present licensing restrictions there remains only the possibility

of building for the black-coated worker, and it is to be hoped that schemes of this sort will soon attain some priority. We recently prepared some figures for a block of flats in one of the inner suburbs of London. Blocks of five storeys with lifts were suggested, with electric lighting, gas cooking and electric heating points, but no central heating. The density would have approached the maximum proposed under the County of London Plan with the addition of garages and storage in the basement. Estimating the rents on a scale varying from £145 a year inclusive for a four-room flat, to £65 a year for a one-room flat, we reckoned that our clients would not see more than $3\frac{3}{4}$ per cent. on their outlay after allowing for a ground rent calculated upon the after-damage value likely to be agreed for the purpose of value payments. So it seems that in this class of building also subsidies will be needed if much is to be done by landlords.

Compulsory Acquisition.

The loss of control over part of an estate owing to compulsory acquisition of land is no new trouble but it has appeared in a more acute form since sporadic bombing has left a large number of small vacant sites, most of which the local authority are anxious to acquire for temporary housing. In the London area a large number of Nissen and other huts have been erected under requisitioning powers. By the estate surveyor they may be regarded as better than temporary houses, in that they are more temporary and so less of a bar to rebuilding. In spite of their shortcomings they seem to be acceptable to the occupants and I think it is a pity that more of them were not built in preference to temporary houses. The standard of temporary houses on the other hand has continually been improved so that it approaches a permanent house standard. Thus it is difficult to see why these buildings should become obsolete much sooner than permanent houses. But as these houses are built as a rule on comparatively small sites which clearly should one day form part of a larger redevelopment, the local authority have usually been willing to take a lease of the site for ten years or so and then to restore it to the landlord. Where leases are outstanding, the lessees have often been an obstacle to this sensible arrangement, as many of them are ill-informed and ill-fitted to cope with war damage procedure. Many lessees are unwilling to take skilled advice or to trust free advice from the landlord's agents. In particular they are not willing to serve appropriate notices under the Landlord and Tenant (War Damage) Acts through fear of losing compensation if they do so. If served by the landlord with a notice to elect they still take no action and a notice of retention is therefore presumed after a month. This carries the matter no further. It is also necessary to press the War Damage Commission to make final determinations for each lease on the site which is subject to a conditional notice of retention. Possession of the whole site is usually secured by persistence so that a lease to the local authority can be granted.

In one particularly complicated case a conditional notice of retention has been served in respect of a very long lease of a house with $3\frac{1}{2}$ acres of land. The house is virtually demolished but is provisionally classed as a cost of works case under the Treasury Direction. The local authority have entered upon the land and started to build temporary houses. They have also served compulsory purchase orders on the lessor and lessee. The lessor does not

wish to sell his land as it is in the middle of a large estate. The land is of considerable value as a site for flats. The reasonable course would be for the lessee to sell his interest to the lessor so that he can grant a lease to the local authority, but this has not yet been achieved.

Restoration of War Damage by Local Authorities.

Such is the shortage of housing accommodation that local authorities are under pressure from the Ministry of Health to repair even those buildings previously scheduled for demolition. Not only does this impede building schemes but it creates the problem how the landlord is to treat a building, which is in fact a slum, and the maintenance of which is clearly quite uneconomic. He must either put tenants in it himself or allow the local authority to requisition it for housing. Whichever is done, his hope ultimately must be to arrange with the local authority to rehouse the tenants so that a rebuilding scheme may be begun. If the property is retained, the structure will need constant expert attention.

Sometimes the local authority superficially repair houses the walls of which were bulged or leaning before the war damage, leaving the owner to deal with the main walls which may at any time be condemned by the District Surveyor. In these cases the War Damage Commission are naturally not willing to repay the whole of the cost of rebuilding the wall, even though war damage has finally rendered it unsafe, and the owner is faced with an outlay on which he can never hope to get any proper return.

Rent Restrictions Acts.

From the many problems which arise out of the Rent Restrictions Acts I select two as particularly affecting present conditions.

In an inner suburb of London, the ground leases on an estate expired a year or so ago. Most of the houses had been owner-occupied until the war. For various reasons the lessees left the houses early in the war and sub-let them at any rents which could then be obtained, seldom realising that in doing so they were establishing standard rents which could not thereafter be increased. Thus one house is being let on lease to-day for the first time at a rent of £150 per annum which would not have been unreasonable in 1939, whereas the house next door may be restricted to a standard rent of perhaps £75 per annum. While the landlord is bound to this inconsistency, the purpose of the Act may be avoided by a clever lessee who finds that he can redecorate and furnish his house and then obtain a large premium on a sale of the lease. It is no doubt impossible to amend the Act so that its aim cannot be avoided but I should welcome a tribunal with powers to adjust such very acute differences in rent.

The decision of the Court in the recent case of *Austin v. Greengrass* throws upon the landlord of a house sub-let weekly in parts the onus of making an application to the County Court for an apportionment of the standard rent if this has not already been done, so that a standard rent may be shown in each rent book. It will be very difficult to do this on estates having many such cases. The amount of work involved in making the applications to the

Courts would be beyond the capacity of existing staffs. Moreover many simultaneous applications would flood the County Courts and seriously impede their work. One hopes that the Courts appreciate this position.

Common Gardens.

In the London area there are many Square Gardens used in common from which the Ministry of Supply have removed the iron railings. As the compensation was hopelessly inadequate compared with the original cost, let alone the cost of replacement, most landlords will be unable to afford to replace anything like the old railings. In purely commercial areas it may be suitable for the local authority to take over and maintain the gardens. But in many residential areas it will be desirable, if possible, for the gardens to be kept private, especially if houses abut directly upon them, as a public authority would find control difficult. Those with which I deal have been managed in the past by committees of residents. I think it would be better in the future for the estate to manage the gardens. The only economic way of fencing that I can see is by planting hedges and erecting temporary fencing till the hedges grow sufficiently to form a proper protection.

GENERAL CONSIDERATIONS.

I have no time to deal with any more problems though some of importance have not been mentioned, such as the prevalence of dry rot, which in itself merits a prolonged discussion.

In this paper I have tried to give a general view of the estate manager's present position and of the difficulties under which he is working. I do not forget that others also have their difficulties, such as tenants with insufficient or unfit accommodation, or again officials hampered by lack of contact with other departments. After six years of war the transition to peace must of course be difficult. But estate managers are engaged on work which is considered to be of the highest importance, that is, housing; they are also concerned in the provision of buildings for industry and business, a matter of scarcely less importance though less in the public eye. Thus they are worthy of some consideration and help from the Government, so that they can work efficiently. I am particularly concerned about four general problems which face the estate managers.

First, the relationship between the cost of building on the one hand and the tenant's ability to pay rent on the other, is crucial. One may reasonably hope that the cost of building will not remain as high as 100 per cent. above pre-war rates. But rent control apart, it is doubtful whether the ability to pay rent will rise proportionately, particularly if local rates rise as well. I need scarcely refer to the high cost of repairs as compared with controlled rents. If landlords are to play a part, either in improving existing buildings or building new, they must be given subsidies or allowed to build to a lower standard than that at present imposed. Local authorities as landlords will in the long run be in a very similar position to a private landlord, as they cannot build uneconomically without limit.

Secondly there is the danger of delay. Demand for freedom from control is inclined to become a political controversy but it is, I think, necessary to distinguish between two forms of control. War-time controls, such as the control of labour and materials, are obviously necessary in present circumstances. One can reasonably hope that they will be relaxed as soon as the situation permits. There are, however, permanent controls under Town Planning, Public Health, Building and other Acts of Parliament. Each control considered by itself has a worthy object, but the Government should consider whether the combined operation of the many controls now in force does not do more harm than good. Frustration is drowning enthusiasm. Moreover, the remarkable complications of the situation seem to induce a fear, which is dominating almost everyone; fear of making a decision, fear of making a mistake, fear of responsibility and fear of criticism. For instance it took years to settle whether Waterloo Bridge should be rebuilt or not, and the Charing Cross Bridge problem never has been settled. In the meantime estate managers are left with the task of maintaining out-of-date property for periods of anything up to 50 years; property which may be required at any time for a re-development scheme and so is not worth improving. This is a substantial detriment to landlords and tenants and of doubtful benefit to the public.

Thirdly there is the tremendous waste of physical and mental power in parasitic and non-productive work. The supply of experienced surveyors is limited. Most of those who have remained in practice throughout the war are overworked and it will take some time to re-train those returned from the forces. Many authorities have for some time had to use some non-technical men on technical work as, for instance, in the building licensing and war damage departments. The work of immediate reconstruction will tax the powers of the forces available, and the frustration to which I have already referred must be sensibly relieved if surveyors are to do their best. If they are also to cope with complicated new schemes of rent control and compensation and betterment it is difficult to see how the work can be done. These are both matters of negative rather than positive value and it would be a pity if too much time and energy were wasted upon them.

Finally it is pertinent to mention the cost in money which the intricate procedure needed to deal with so many of these problems throws upon the surveyor and on his client. Most of the extra work is incurred on matters which are of no benefit to either. This should appear clearly in the examples given of converting houses into flats. Interviewing the numerous authorities separately, preparing copies of plans and specifications, interviewing them all again, this time together if possible, consumes the time of experts often out of all proportion to the size of the job. This is one more handicap which the landlord will have to face. It will not be surprising if some landlords who are willing to show a reasonable measure of public spirit, lose patience and sell their estates to any speculator who is willing to buy them, as a whole or in parts. This would be contrary to the public interest.